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15 Attorneys for Plaintiff ROBERT ETRI

16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18

19 ROBERT ETRI, individually, and on behalf  
20 of all others similarly situated,

21 Plaintiff,

22 v.

23 ONE MEDICAL GROUP, INC.

24 Defendant.

Case No. 4:22-cv-02504 YGR

CLASS ACTION

**JOINT STIPULATION TO REFER  
CLAIMS TO ARBITRATION AND STAY  
ACTION; [PROPOSED] ORDER**

Hon. Yvonne Gonzalez Rogers

1 Pursuant to Civil Local Rule 7-12, Plaintiff Robert Etri (“Plaintiff”) and Defendant One  
2 Medical Group, Inc. (“One Medical”) (collectively, “Parties”), by and through their attorneys of  
3 record, hereby stipulate and agree as follows:

4 WHEREAS, Plaintiff filed the complaint in this action on April 25, 2022 (Dkt. No. 1);

5 WHEREAS, One Medical’s deadline to respond to the complaint is presently due on or before  
6 July 29, 2022 (Dkt. No. 18);

7 WHEREAS, the Parties met and conferred over One Medical’s planned motion to compel  
8 arbitration and stay proceedings pending arbitration;

9 WHEREAS, the Parties stipulate and agree that the claims asserted in the complaint should be  
10 referred to arbitration pursuant to an arbitration agreement between them contained in the Membership  
11 Terms of Service (“TOS”), with Plaintiff reserving all rights as to the issues of arbitrability,  
12 enforceability, and applicable version of TOS in arbitration;

13 WHEREAS, the Parties further stipulate and agree that this suit should be stayed pending the  
14 conclusion of arbitration under 9 U.S.C. § 3;

15 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between  
16 the Parties, subject to Court approval, as follows:

17 1. All deadlines and dates be adjourned, including One Medical’s deadline to respond to  
18 the complaint and the Case Management Conference set for August 15, 2022 (and related deadlines),  
19 and this case be stayed in its entirety pending arbitration;

20 2. Plaintiff will submit his claims to binding arbitration. Plaintiff reserves all rights as to  
21 the issues of arbitrability, enforceability, and applicable version of TOS in arbitration, and nothing  
22 herein shall be deemed to constitute a waiver of any rights Plaintiff has to challenge the arbitrability  
23 or enforceability of the arbitration agreement in arbitration;

24 3. The Parties will notify the Court within 14 days of the completion of the arbitration or  
25 file a Joint Statement reporting on the status of the arbitration no later than 180 days from entry of the  
26 Court’s order on this stipulation, whichever occurs first.

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EDELSBERG LAW, PA.

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Scott Edelsberg (330090)

Dated: July 28, 2022

COOLEY LLP

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Leo P. Norton (216282)

## CIVIL LOCAL RULE 5-1(h)(3) ATTESTATION

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Leo P. Norton

**[PROPOSED] ORDER**

HON. YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT JUDGE